



iSimangaliso
Wetland Park

THE iSIMANGALISO WETLAND PARK AUTHORITY

RFP NO 06/2024

**REQUEST FOR A PROPOSAL FOR A SUITABLY QUALIFIED
SERVICE PROVIDER TO PLAN, SUPPLY, OPERATE AND
CARRY OUT SKILLS TRANSFER FOR DREDGING AND
CLEARING THE LOWER UMSUNDUZI RIVER CHANNEL OF
VEGETATION AND SEDIMENT**

NAME OF TENDERER	
CSD NUMBER	
CIDB GRADE REQUIRED	6CE or Higher
CONTRACTOR'S CIDB GRADE	

**RFP NUMBER 06/2024: REQUEST FOR A PROPOSAL FOR A SUITABLY QUALIFIED SERVICE PROVIDER TO PLAN,
SUPPLY, OPERATE AND CARRY OUT SKILLS TRANSFER FOR THE DREDGING AND CLEARING THE LOWER
UMSUNDUZI RIVER CHANNEL OF VEGETATION AND SEDIMENT**

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D.	Bill of Quantities		
E.	Health and Safety Contract/Agreement		

Contractor

Witness for Contractor

Employer

Witness for Employer

The Tenderer is required to check the numbers of pages and should any be found to be missing or duplicated, or should any of the typing be distinct, or any doubt or obscurity arise as to the meaning of any description or particular of any item, or if the Tender Document contains any obvious errors, then the Tenderer must immediately inform the iSimangaliso Bid Representative and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Tenderer having failure to comply with the foregoing instructions.

Contractor

Witness for Contractor

Employer

Witness for Employer

1: The Tender

Contractor

Witness for Contractor

Employer

Witness for Employer

Part T1: Tendering procedures

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T1.1 Invitation to Tender

The Invitation to Tender is included in SBD 1 on Page 54 of this document.

In terms of the PPPFA Regulations an organ of state can apply pre-qualifying criteria to advance certain Designated Groups. The prequalification is in align with the PPPFA Regulation as well as Transformation Approach that has been adopted by iSimangaliso Wetland Park. The following pre-qualification criteria for preferential procurement, Preferential Procurement Regulations, 2022 applies to this tender:

- ✓ Valid Tax pin
- ✓ CSD (Central Suppliers Database Full report not Summary)
- ✓ CIDB registration, minimum 6CE or Higher
- ✓ B-BBEE Status or Sworn Affidavit
- ✓ Complete all SBDs initial and signed
- ✓ Company Registration Documents
- ✓ Letter of Good Standing
- ✓ Two Year Financial Statements or bank rating letter.

A compulsory briefing session will be held on Monday the **26th of August 2024** at 10h00 meeting point will be the Dredger Harbour offices, located in St Lucia KZN. GPS coordinates: Latitude -28.362936 Longitude: 32.412032. bidders are urged to notify iSimangaliso should they need to attend the briefing via bids@isimangaliso.com this will assist in calculating the number of pax required on the boat.

Tenderers who are contractors with have access to the plant and have suitable experience to clear vegetation and sediment and dredge the Msunduze River channel for the iSimangaliso Wetland Park are invited to tender.

Queries relating to the issue of these documents may be addressed to no later than 02 September 2024:

The Bid Representative: bids@isimangaliso.com Tel: 0355901633

The closing time for receipt of tenders is **09 September 2024 @ 12:00**

Tenders may only be submitted on the tender documentation that is issued.

Telephonic, facsimile, and late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

All supporting annexures (A,B,C & D) may be accessed from below link or be requested via email from bids@isimangaliso.com

<https://isimangaliso-my.sharepoint.com/:f/p/wi003/ElsEEeRiJzRPqQJXXV5fdHYBxJYvI23efgM2GEEnXftXhuw?e=DcoNXN>

Contractor

Witness for Contractor

Employer

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**RFP NUMBER 06/2024: REQUEST FOR A PROPOSAL FOR A SUITABLY QUALIFIED SERVICE PROVIDER TO PLAN,
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T1.2: Tender Data

The conditions of tender are those contained in the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
C 1.1	The Employer is the iSimangaliso Wetland Park Authority
C.1.2	The tender documents issued by the employer comprise the documents listed on the table of contents page. This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement." THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond Part C2: Pricing data C2.1 - Pricing instructions C2.2 - Bill of Quantities Part C3: Scope of work C3.1 - Scope of work C3.2 - Specifications C3.1 – 1.3 Location of works ANNEXURES
C 1.4	The employer's agent is: The Consultant Name: AKSHAN Engineering (Pty) Ltd Shān Hansraj 163 Rodger Sishi Road Westville, 3629 Tel: 031 700 1848 E-mail: shan@akshan.co.za

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	Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this tender document, please refer queries, via email, to the contact person listed below. Under no circumstances may any other employee within iSimangaliso be approached for any information. Any such action may result to disqualification of a response submitted in completeness to the tender process. Enquiries should reference specific page and or paragraph numbers, where appropriate. • All questions/enquiries must be forwarded via email 5 Working days before the closing date. Questions received after this will not be considered. Questions to be sent to Name: Bids Representative Tel: 035 5901633 E-mail: bids@isimangaliso.com
C1.6.2	Competitive Tendering Procedure
C1.6.3	Proposal procedure using the two stage- system This clause is not applicable
C 2.1	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: Types of work contemplated in terms of this Contract are works undertaken within the scope of the iSimangaliso Wetland Park in what is constituted earthworks in an aquatic environment related to the following: • Civil Engineering (CE) minimum grade 6CE or Higher Respondents must have proven experience in the types of work contemplated in terms of this document in order to be eligible to tender. The employer will appoint suitably qualified experienced tenderers to carry out the works and. Employer reserves the right to appoint any civil engineering contractor in any category of the works for specialist works if it is deemed necessary. The CIDB grading of the contractor will determine the limitation of the value of work that can be awarded to the Contractor.

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Employer

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	Only those Bidders who satisfy the following eligibility criteria will be considered for the next phase of evaluation: - The bidder is actively registered with CIDB grading of specified in clause C2,1 class of construction work - All returnable documents and schedules listed in T2.2 section A and B have been included in the response as per packaging instructions indicated. - The bidder has not: - Abused iSimangaliso's Supply Chain Management System. - Failed to perform on any previous contract and has been given written notice to this effect. - The employer is reasonably satisfied that the Bidder has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. - The employer is satisfied that the Bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector. - The bidder as an individual firm or as a consortium must provide the full range of services as set out in the objectives and scope of work. - The necessary professionals should be either permanent staff members or shall be engaged as subcontractors to perform the required services. - The bidder is registered in terms of the Companies Act, 1973 (Act 61 of 1973) or the Close Corporation Act, 1984 (Act No. 69 of 1984) or the Non-Profit Organisations Act, 1997 (Act 71 of 1997). - If bidding entity is classified as a Joint Venture or Sub-contracting entity that is comprised of multiple organisations, official Joint Venture or Subcontracting agreement is required to be submitted with the bid. Failure of organisation to not submit applicable agreement with this submission will render bid invalid. <i>Non-compliance to any of the eligibility criteria shall render the bid non-responsive and shall be eliminated from the evaluation process. The Bidder is required to provide proof of eligibility as part of Returnable Schedules.</i>
C 2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
C 2.12	Alternative offers No alternative tender offers will be considered
C 2.13.1	Parts of each tender offer communicated on paper shall be submitted as an original.
C 2.13.5 C 2.15.1	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: The iSimangaliso Wetland Park Authority Physical address: The Dredger Harbour [Tender Box] Identification details: RFP Number 06/2024 REQUEST FOR A PROPOSAL FOR A SUITABLY QUALIFIED SERVICE PROVIDER TO PLAN, SUPPLY, OPERATE AND CARRY OUT SKILLS TRANSFER FOR THE DREDGING AND CLEARING THE LOWER UMSUNDUZI RIVER CHANNEL OF VEGETATION AND SEDIMENT.

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C 2.23	The tenderer is required to submit with his tender the following certificates: 1) A valid SARs Tax pin to verify compliance status of tenderers 2) An original and valid B-BBEE Status Level verification Certificate or certified copy thereof 3) Proof of registration with the CIDB in the correct grade 4) Proof of registration of Closed Corporation or Company or other legal entities applicable to tender – Downloaded from CIPC, and dated not more than 3 months prior to the closing date of the tender. 5) Letter of good standing from the Compensation Commissioner 6) Letter of intent for a Construction Guarantee 7) National Treasury Central Supplier Database (CSD) Registration Report and CSD pin number
C2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

C2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C 2.16	The tender offer validity period is 120 days. Tenderers are to note that iSimangaliso may request an extension of the validity period of their tender, on the same terms and conditions, if the internal evaluation process has not been finalized within the validity period. Tenderers who have accepted the extension of the validity period will be considered. However, once the adjudication body has approved the process and award of the business to the successful tenderer(s), the validity of the successful tenderer(s)' tender will be deemed to remain valid until a final contract has been concluded.
C 3.1.1	The Employer will respond to requests for clarification received up to 7 working days before the tender closing time.
C3.4	Document issued: 19 August 2024
C3.11	Evaluation of tender offers
C.3.11.1	There are 2 Stages of the evaluation of tender offers. These will be based on 1) administrative compliance and 2) functionality. Award will be based on price and preference in accordance with the Preferential Procurement Regulations, 2022. The evaluation of the proposals submitted will take place as follows: a) Only Tenders correctly submitted into the tender box before the closing time and date will be considered. No late submissions will be considered under any circumstances. b) Documents submitted will be checked for minimum compliance in terms of the correct completion, submission and signing of relevant forms. Failure to correctly complete, sign and submit all the relevant forms will render the proposal invalid. c) Proposals will be checked for compliance with minimum specifications. Failure to comply with minimum specifications will render the proposal invalid. d) Only proposals that have fully complied with the above conditions and are responsive will be evaluated for functionality with those achieving 70 Points being eligible to be appointed. e) Functionality points will be calculated at the average of the sum of the scores of each panel member for each component of the Functionality Assessment. f) Proposals scoring less than the minimum stipulated functionality points will be rejected. g) Proposals may be passed over for reasons deemed justifiable by the Bid Committees, in line with the requirements of the Tender Document, relevant policies, guidelines and regulations.

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The panel selection is based on the respondent's capacity based on experience and capacity to execute. **Respondents are to submit returnables for each selected category separately.**

FUNCTIONALITY EVALUATION TABLE

The functionality criteria is as follows: -

- Company Experience on Dredging Projects 45 Points
- Access to plant that is available at the time of award 30 Points
- Key Personnel 20 Points
- Quality Assurance 5 Points

Total

100 Points

Functionality	Scoring	Score
Company Experience on Dredging Projects <i>The evaluation will consider the nature of the reference projects, scope of services provided, and Client references.</i> NOTES: • Appointment and completion letters to be provided with contact details of references. • Appointment and completion letters of projects completed which are older than 15 years will not be accepted. • The Tenderer must also provide a company profile which indicates dredging as a competency within the tendering entity.	Points for number of Dredging projects successfully completed by the bidding entity. 5 and above = 30 3 - 4 = 15 1 - 2 = 5 0 or No submission = disqualification Company profile which indicates dredging as a competency within the tendering entity. = 15 Points A Maximum of 45 Points will be Awarded as per the above.	45
Access to Dredging Plant The Tenderer must demonstrate his ability to access the appropriate plant and equipment to carry out the work. This must be in the form of a letter of intent if the plant and equipment is outsourced or subcontracted, or proof of ownership if the tenderer is providing his own plant. A copy of the log book or license disk will serve as proof of the plant, which shall be verified by the evaluation committee.	Tenderer has access to plant and equipment to carry out vegetation and sediment removal = 30 Points Tenderer does NOT have access to plant and equipment to carry out vegetation and sediment removal = 0 Points A Maximum of 30 Points will be Awarded as per the above.	30
Key Personnel Applicable resources NOTES: • Detailed CVs with qualifications, professional registration and	2 x Amphibious Excavator and Dredger Operator 4 points per operator	8

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	experience per personnel to be attached to this submission (certification of qualification should not be older than 6 months).		
	- Only one Personnel can be assigned to each Key Personnel requirement. No duplication of Personnel is permitted. In cases where duplication is identified, points shall be allocated to the first applicable resource where the duplicated personnel meets all the minimum criteria. - NB: The Employers Agent Representative shall be required to be allocated full time on projects during the implementation and may not be assigned to any other project during the entire duration of the construction works. This is in line with Level 3: Full-time	Site Agent or Foreman who has a minimum NQF Level 7 in the built environment profession and experience in dredging 4 Points	4
		Safety Officer with valid SACPCMP (South African Council for Project Construction Managers Profession) certificate plus experience in dredging or similar operation 4 Points	4
		Environmental Control Officer with minimum honours degree in Environmental management or Natural Science field or Environmental Science field plus experience in dredging or similar operation 4 Points A Maximum of 20 Points will be Awarded as per the above.	4
	Quality Assurance System Type NOTES: Proof of certification to be provided	Certification = 5 ISO/SANS Certification = 5 Registered for Certification = 3 In house Quality Assurance system = 2 No Quality Assurance system = 0 A Maximum of 5 Points will be Awarded as per the above.	5
	Total		100
NB: Only bidders who achieve a minimum of 70 points for the Functionality evaluation will be eligible for evaluation for preferential points.			
C3.11	80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million. 90/10 preference point system for acquisition of goods or services with Rand value above R50 million This bid shall be evaluated using 80/20 system as stipulated in the Preferential Procurement Policy Framework Regulations 2022		
C3.11	Scoring for financial offer A maximum of 80 or 90 points is allocated for price on the following basis: 80/20 or 90/10 $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$		

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	Where Ps = Points scored for price of bid under consideration Pt = Price of bid under consideration Pmin = Price of lowest acceptable bid In the event that the calculated value is negative, the allocated score shall be 0.
C.3.11	Evaluation of tender offers Evaluation is based on Price and specific goals since panel evaluation was concluded.
C3.13	Additional to C 3.13. a) to f) conditions. Tender offers will only be accepted if: g. the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. Please note that with effect from 15 April 2016 SARS introduced a new Tax Compliance Status System (CTCS) which replaces the old Tax Clearance Certificate System (TCC) which requires Tenderers to provide iSimangaliso with a TCS pin to verify Tenderers compliance status; h. the tenderer submits a Letter of Intent from a bank or an insurer undertaking to provide the Performance Bond to the format included in Part T2.2 (Form of Intent to Provide a Performance Guarantee) of this procurement document; i. The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; j. the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; k. the tenderer has not contravened any of iSimangaliso's rules and conditions and does not appear on the list for restricted tenderers and National Treasury's list of Tender Defaulters; l. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; m. the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; n. the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely; o. the tenderer fully and properly completes T2.2-34 Supplier Declaration Form; p. tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at https://secure.csd.gov.za/ Tenderers are required to provide the following to iSimangaliso to enable it to verify information on the CSD: Supplier Number and Unique Pin
C3.17	Provide to the successful tenderer one copy of the signed contract document.

Functionality Criteria:

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****Similar nature** means projects involved with clearing of vegetation in an aquatic environment, dredging of sediment, construction of catchwater berms, pumping of sediment to lay-down areas.

Evaluation criteria will be adjudicated according to submissions made in accordance with the schedules, which are found in Part T2.2: Returnable Schedules.

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ANNEXURE C

STANDARD CONDITIONS OF TENDER

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

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- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the one stage-system

C.1.6.3.1 Option 1

Tenderers shall submit technical proposals and tender offer. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

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Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

Contractor

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Employer

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C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

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Employer

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C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in:
 - (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

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C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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Part T2: Returnable Schedules

Contractor

Witness for Contractor

Employer

Witness for Employer

RFP NUMBER 06/2024: REQUEST FOR A PROPOSAL FOR A SUITABLY QUALIFIED SERVICE PROVIDER TO PLAN, SUPPLY, OPERATE AND CARRY OUT SKILLS TRANSFER FOR THE DREDGING AND CLEARING THE LOWER UMSUNDUZI RIVER CHANNEL OF VEGETATION AND SEDIMENT

T2.1: List of Returnable Documents

The complete tender document as received from the employer, together with all additional documentation as requested, must be submitted. No documentation must be removed from the tender document.

The tenderer must complete the following returnable documents:

1 Returnable Schedules required only for tender evaluation purposes

Resolution of board of directors / members / partners
 Resolution of Board of Directors / Members / Sole Proprietor/ Partners of Partnership (if applicable)
 Special Resolution of Joint Venture Partners
 Compulsory Enterprise Questionnaire
 Record of Addenda to Tender Documents
 Proposed Amendments and Qualifications
 Schedule of Subcontractors
 Capacity of Tenderer
 Site inspection certificate and Health and Safety Specifications Acknowledgement

2 Other documents required only for tender evaluation purposes

Proof of Contractor Registration issued by the Construction Industry Development Board
 An original valid Tax Clearance Certificate issued by the South African Revenue Services
 An original and valid B-BBEE Status Level verification Certificate or certified copy thereof.
 Proof of registration of Closed Corporation or Company or other legal entities applicable to tender - Downloaded from CIPC, and dated not more than 3 months prior to the closing date of the tender.
 Letter of good standing from the Compensation Commissioner
 Two years financial statements or bank rating/grading letter.

3 Returnable Schedules that will be incorporated into the contract

Form SBD 1: Invitation to Bid
 Form SBD 4: Declaration of interest
 Form SBD 6.1: Preference points claim form in terms of the preferential procurement regulations 2022.
 Form SBD 8: Declaration of Past Supply Chain Management practice
 Form SBD 9: Certificate of independent Quotation Determination

4 Other documents that will be incorporated into the contract

Clarification Meeting Information
 Health and Safety Specifications
 Code of conduct for working in the iSimangaliso Wetland Park
 Environmental Management Plan
 Signed declaration to subcontract 30% of the value of the contract to iSimangaliso selected EMEs

5 C1.1 Offer and Acceptance (the offer portion of C1.1)

6 C1.2 Contract Data (Part 2)

7 C2.2 Bills of quantities (As per tender document, completed in black ink)

T2.2 LIST OF RETURNABLE DOCUMENTS (CHECKLIST)**Rules and guidelines related to appropriate submission of returnable documents.**

Bidders must package returnable documents listed.

- i. Each related returnable should be bound together with the Bid.
- ii. Bidders must complete all returnable documents listed below in full and in black ink, unless relevant document indicated is not applicable.
- iii. Failure to package documents as instructed with fully complete index forms or not returning required documents shall render this bid non-responsive and bidders shall be eliminated from the evaluation process.
- iv. Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Numbered	Returnable documents	Attached	Not attached
Form 1	Resolution by directors/ joint venture/sole proprietor		
Form 2	Compulsory Enterprise Questionnaire		
Form 3	Record of Addenda		
Form 4	Proposed Amendments and Qualifications		
Form 5	Capacity of Tenderer		
Form 6	Qualifications and Experience of Proposed Supervision Team		
Form 7	Copies of Client Reference Letters- Previous Projects		
Form 8	Current projects register (not compulsory)		
Form 9	Previous projects register		
Form 10	Proof of contract Values of previous projects listed under Form 9		
Form 11	Site inspection Certificate (Not applicable)		
Form 12	Schedule of Proposed subcontractors		
Form 16	CVs of key personnel		
Form 17	Certified Certificates of Qualifications of Key Personnel		
Form 18	Health and Safety Specifications		
Form 19	SBD 1		
Form 20	SBD 4		
Form 21	SBD 6.1		
Form 22	SBD 8		
Form 23	SBD 9		
Other documents			
A.	Company registration documents: registration certificates; constitutional documents		
B.	Company profile: directors' details; shareholding structure;		
C.	List of plant and equipment supported by logbooks under the bidding company or the director or intention to lease supported by logbooks.		

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D.	Two years audited financial statements or bank grading/rating letter.		
E.	Letter of good standing from the compensation commissioner (COIDA)		
F.	Proof of CIDB Grading (6CE or higher)		
G.			
Name of Tenderer		Signature	Capacity
Name of organisation:			

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 1

This returnable schedule needs to be completed if the tenderer is a company or other legal person.

Resolution of Board of Directors / Members / Partners

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place) On _____ (date) **RESOLVED** that:

- The Enterprise submits a Tender to the ISimangaliso Wetland Park Authority in respect of the following project:
Contract for procurement of a suitably qualified service provider to supply and operate an amphibious dredger for the clearance and dredging of the Msunduze River Channel of vegetation and sediment.

(project description as per Tender Document)

Tender Number **06/2024** (Tender Number as per Tender Document)

- *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Note:	ENTERPRISE STAMP
* Delete which is not applicable NB. This resolution must be signed by <u>all</u> the Directors / Members / Partners of the Tendering Enterprise - Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page	

Contractor

Witness for Contractor

Employer

Witness for Employer

This returnable schedule needs to be completed if the tenderer is a joint venture. This form must be completed by each partner of the joint venture. The name of the principal partner must be stated

Resolution of Board of Directors / Members / Sole Proprietor/ Partners of Partnership (i.e. of each legal person to comprise the Joint Venture Partnership)

RESOLUTION of a meeting of the Board of *Directors / Members / Sole Proprietor/ Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at __ (place) On __ (date) **RESOLVED** that:

1. The Enterprise submits a Tender, in Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Joint Venture) to the iSimangaliso Wetland Park Authority in respect of the following project:

Contract for procurement of a suitably qualified service provider to supply and operate an amphibious dredger for the clearance and dredging of the Msunduze River Channel of vegetation and sediment.

(Project description as per Tender Document)

Tender Number **06/2024** *(Tender Number as per Tender Document)*

2. The Principal Partner of the Joint Venture will be

(Legally correct full name and registration number, if applicable, of the Principal Partner of Joint Venture)

3. *Mr/Mrs/Ms: _____ in *his/her Capacity as: _____ *(Position in the Enterprise)*
and who will sign as follows:

be, and is hereby, authorized to sign a joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the joint venture, in respect of the project described under item 1 above.

4. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the iSimangaliso Wetland Park Authority in respect of the project described under item 1 above.
5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the iSimangaliso Wetland Park in respect of the project under item 1 above:

Physical address: _____



_____ (Code)

Postal address:

_____ (Code)

Telephone number:

_____ (code)

Fax number:

_____ (code)

	Name	Capacity	Signature
1			
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10			

Note:	ENTERPRISE STAMP
1. * Delete which is not applicable 2. NB. This resolution must be signed by <u>all</u> the Directors / Members / Partners of the Bidding Enterprise 3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page	

Contractor

Witness for Contractor

Employer

Witness for Employer

This returnable schedule needs to be completed if the tenderer is a joint venture.

Special Resolution of Joint Venture Partners

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a joint venture to jointly tender for the project mentioned below: (legally correct full names and registration numbers, if applicable, of the Enterprises forming a Joint venture)

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place) On _____ (date)

RESOLVED that:

- A. The above-mentioned Enterprises submit a tender in joint venture partnership to the iSimangaliso Wetland Park in respect of the following project:

Request for a proposal for a suitably qualified service provider to plan, supply, operate and carry out skills transfer for the dredging and clearing the lower uMsunduzi River Channel of vegetation and sediment.

(Project description as per Tender Document)

Tender Number: **06/2024** (Tender Number as per Tender Document)

Contractor

Witness for Contractor

Employer

Witness for Employer

B. *Mr/Mrs/Ms: _____

in *his/her Capacity as: : _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprises in joint venture mentioned above.

C. The Enterprises constituting the Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____

D. The Enterprises to the Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Joint Venture deriving from, and in any way connected with, the contract entered into with the iSimangaliso in respect of the project described under item A above.

E. Any of the Enterprises to the Joint Venture intending to terminate the Joint Venture agreement, for whatever reason, shall give the iSimangaliso 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the iSimangaliso Wetland Park for the due fulfilment of the obligations of the Joint Venture as mentioned under item D above.

F. No Enterprise to the Joint Venture shall, without the prior written consent of the other Enterprises to the Joint Venture and of the iSimangaliso, cede any of its rights or assign any of its obligations under the Joint Venture agreement in relation to the contract with the iSimangaliso Wetland Park referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Joint Venture for all purposes arising from the Joint Venture agreement and the contract with the iSimangaliso in respect of the project under item A above:

Physical address:

_____ (Code)

Postal address:

_____ (Code)

Telephone number:

_____ (code)

Fax number:

_____ (code)

	Name	Capacity	Signature
1			
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Note:

1. ** Delete which is not applicable*
2. **NB.** *This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Joint Venture submitting this Tender*
3. *Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Tender exceed the space available above, additional names and signatures must be supplied on a separate page*
4. *Resolutions, duly completed and signed, from the separate Enterprises who participate in this Joint venture must be attached to the Special Resolution*

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 2**Compulsory Enterprise questionnaire**

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

Name*	Identity number*	Personal income tax number*

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iii) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Enterprise name			

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 2**Compulsory Enterprise questionnaire**

RFP NUMBER 06/2024: Request for a proposal for a suitably qualified service provider to plan, supply, operate and carry out skills transfer for the dredging and clearing the lower uMsunduzi River Channel of vegetation and sediment.

Record of Addenda to tender documents

I / We confirm that the following communications received from iSimangaliso Wetland Park Authority before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:
(Attach additional pages if more space is required)

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Name	Position	Signed

Name of Tenderer	Date

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 4

RFP NUMBER 06/2024: Request for a proposal for a suitably qualified service provider to plan, supply, operate and carry out skills transfer for the dredging and clearing the lower uMsunduzi River Channel of vegetation and sediment.

Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule.		
Page	Clause or item	Proposal

Name	Position	Signed

Name of Tenderer	Date

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 5

RFP NUMBER 06/2024: Request for a proposal for a suitably qualified service provider to plan, supply, operate and carry out skills transfer for the dredging and clearing the lower uMsunduzi River channel of vegetation and sediment.

Capacity of Tenderer

1. **WORK CAPACITY:** *(The Tenderer is requested to furnish the following full particulars, attach additional pages if more space is required. Failure to furnish the particulars may result in the Tender being disregarded.)*

Skilled artisans employed				Unskilled employees employed			
Categories of artisans	Name/s of employee	Number of employees	Permanent employed (Yes/No)	Categories of employees	Name of Employee/s	Number of employees	Permanent employed (Yes/No)
2 x Amphibious Excavator and Dredger Operator				General worker			
Site Agent / Foreman who has background in hydraulic engineering or equivalent and experience in dredging							
Safety Officer with experience in dredging operation							
ECO with experience in dredging							

Contractor

Witness for Contractor

Employer

Witness for Employer

Machinery	Plant	Workshops
	Combined amphibious excavator and dredger:	

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 6

QUALIFICATIONS AND EXPERIENCE OF PROPOSED SITE SUPERVISION TEAM FOR THE PROJECT

Tenderer to provide name(s), key qualifications and experience of site supervision team that will supervise the project on behalf of the Contractor.		
Item	Description	Permanent Y/N
Contract Manager (Provide copy of CV)		
Name of Person		
No of years' experience		
Field/s of experience		
Site Foreman (Provide copy of CV)		
Name of Person		
No of years' experience		
Field/s of experience		
Plant Operator 1 (Provide copy of CV)		
Name of Person		
No of years' experience		
Field/s of experience		

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 6 (continued)

QUALIFICATIONS AND EXPERIENCE OF PROPOSED SITE SUPERVISION TEAM FOR THE PROJECT

Tenderer to provide name(s), key qualifications and experience of site supervision team that will supervise the project on behalf of the Contractor.		
Item	Description	Permanent Y/N
Plant Operator 2 (Provide copy of CV)		
Name of Person		
No of years' experience		
Field/s of experience		
OHS Officer (Provide copy of CV)		
Name of Person		
No of years' experience		
Field/s of experience		
ECO Officer (Provide copy of CV)		
Name of Person		
No of years' experience		
Field/s of experience		

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 7

Appointment or Completion Letters of Previous Projects Completed

Please attach Appointment or Completion Letters of Previous Projects Completed.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position _____

Tenderer: _____

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 8

PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:

Current projects:

Project		Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion
1								
2								
3								
4								
5								
6								
7								
8								

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 8

Previous projects:

Project		Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion	Actual date of completion
1									
2									
3									
4									
5									
6									
7									
8									

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 10

Proof of Contract Values of Previous Projects Completed

Please attach proof of Contract Values of Previous Projects Completed as listed under Form above to this page.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position _____

Tenderer: _____

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 11

RFP NUMBER 06/2024: Request for a proposal for a suitably qualified service provider to plan, supply, operate and carry out skills transfer for the dredging and clearing the lower uMsunduzi River Channel of vegetation and sediment..

Site Inspection Certificate

This is to certify that I	
Representing Company	
Position	
Visited the site on	

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name Tenderer's Representative	Position	Signed

Name of Tenderer	Date

Name of Employer's Representative	Signature	Date

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 16**CV's of key personnel**

Bidders are referred to clause F.3.11 which indicates the maximum possible score for information requested under this schedule.

Bidders are required to demonstrate the following:

- Composition of team structure including roles & responsibilities and time allocation (i.e. full time vs part time)
- Qualifications and Demonstrated Experience of key personnel in relevant projects (similar size, nature & complexity). As the work to be carried out in this tender is of a technically complex nature, it is essential that suitably qualified and experienced personnel be assigned to this project.

As a minimum 4 (individual) key team members need to be allocated to the project serving in a full time capacity covering the following key competencies. (i.e. 1 competency per team member). The key team needs to be represented by a Project Director/Contracts Manager (who does not necessarily need to be full time on the site):

1. Project Director / Contracts Manager
2. Plant operator
3. Site Manager / Site Agent
4. Senior Site Foreman who has background in hydraulic engineering or equivalent and experience in dredging.
5. Safety Officer - registered with the (SACPCMP registered) at time of works commencement
6. Environmental Control Officer with experience in working as an Environmental Assessment Practitioner

The evaluation of quality will be based on the CV's submitted and organogram of proposed team. Bidders are to complete returnable CV templates and attach full detailed CV thereto

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 17

Certified Certificates of Qualifications of Key Personnel.

QUALIFICATIONS AND EXPERIENCE OF PROPOSED SITE SUPERVISION TEAM FOR THE PROJECT

Tenderer to provide names (s), key qualifications and experience of supervision team that will supervise the project on behalf of the Contractor.

Attach certified certificates of qualifications

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 18**HEALTH AND SAFETY SPECIFICATION ACKNOWLEDGEMENT RECEIPT****Contractor's Acknowledgement:**

I, _____ representing

(Contractors),

Have satisfied myself with the content of this Health and Safety Specification forming part of the documents attached to this tender and have made the relevant provision under my Preliminary & General Section for any and all costs involved to ensure compliance of this Specification and shall we be the successful contractor, we shall ensure that our employees and contractors on site comply with the requirements of these documents, our safety documentation and health and safety legislation.

Signature of Contractor: _____ Date _____

Comments:

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 19

SBD 1
PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ISIMANGALISO WETLAND PARK					
BID NUMBER:	06/2024	CLOSING DATE	09 September 2024	CLOSING TIME:	12h00
DESCRIPTION	REQUEST FOR A PROPOSAL FOR A SUITABLY QUALIFIED SERVICE PROVIDER TO PLAN, SUPPLY, OPERATE AND CARRY OUT SKILLS TRANSFER FOR THE DREDGING AND CLEARING THE LOWER UMSUNDUZI RIVER CHANNEL OF VEGETATION AND SEDIMENT.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The iSimangaliso Wetland Park Authority, at the Dredger Harbour Offices, St Lucia, 3936					
COMPULSORY SITE CLARIFICATION MEETING: 26 August 2024 at 10h00					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Bids Representative		CONTACT PERSON	Shān Hansraj	
TELEPHONE NUMBER	035 5901633		TELEPHONE NUMBER	083 251 4828	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	bids@isimangaliso.com		E-MAIL ADDRESS	shan@akshan.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ Yes ☐ No		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ Yes ☐ No		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ Yes ☐ No		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAX			☐ Yes ☐ No		

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW

Contractor

Witness for Contractor

Employer

Witness for Employer

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
 (Proof of authority must be submitted e.g., company resolution)

DATE

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 20**SBD 4****BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Contractor

Witness for Contractor

Employer

Witness for Employer

3. DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 21**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals

BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

Page **55** of **105**

Contractor

Witness for Contractor

Employer

Witness for Employer

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and);
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERV

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 Ps = 80\left(1 + \frac{Pt - P_{min}}{P_{min}}\right) & \text{or} & Ps = 90\left(1 + \frac{Pt - P_{min}}{P_{min}}\right)
 \end{array}$$

Where:

Ps = Points scored for price of bid under consideration
 Pt = Price of bid under consideration
 Pmin = Price of lowest acceptable bid

3.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 Ps = 80\left(1 + \frac{Pt - P_{max}}{P_{max}}\right) & \text{or} & Ps = 90\left(1 + \frac{Pt - P_{max}}{P_{max}}\right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

Contractor

Witness for Contractor

Employer

Witness for Employer

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of-
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

Contractor

Witness for Contractor

Employer

Witness for Employer

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locally Registered Address Service Provider within uMkhanyakude and King Cetshwayo District Municipalities	N/A	4	N/A	
Minimum 51% Black Ownership	N/A	4	N/A	
Minimum 51% Woman Ownership	N/A	4	N/A	
Minimum 51% Youth Ownership	N/A	4	N/A	
100% Ownership by people living with disability	N/A	4	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm:

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Public Company
☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company

[TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
 ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

Contractor

Witness for Contractor

Employer

Witness for Employer

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

	_____ SIGNATURE OF TENDERER(S)
SURNAME AND NAME:	_____
DATE:	_____
ADDRESS:	_____

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 22**SBD 8****DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register, enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

Contractor

Witness for Contractor

Employer

Witness for Employer

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 23**SBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete

Contractor

Witness for Contractor

Employer

Witness for Employer

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

RFP NUMBER 06/2024: Request for a proposal for a suitably qualified service provider to plan, supply, operate and carry out skills transfer for the dredging and clearing the lower uMsunduzi River Channel of vegetation and sediment.

(Bid Number and Description)

in response to the invitation for the bid made by:

iSimangaliso Wetland Park

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Contractor

Witness for Contractor

Employer

Witness for Employer

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness for Contractor

Employer

Witness for Employer

C: The Contract

Contractor

Witness for Contractor

Employer

Witness for Employer

Part C1: Agreement and Contract Data

Contractor

Witness for Contractor

Employer

Witness for Employer

C1.1**Form of Offer and Acceptance**

Note: 1 This form of offer and acceptance is identical to that contained in Annex F of SANS 10845 - 1: Construction Procurement Processes, Procedures and Methods.

2 **SAICE's** Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on the formulation of the wording for the actual offer where it is not based on the offered total of prices.

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the

Procurement of: **Request for a proposal for a suitably qualified service provider to plan, supply, operate and carry out skills transfer for the dredging and clearing the lower uMsunduzi River Channel of vegetation and sediment.**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....

Rand (in words):

R (in figures) (or other suitable wording)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)			
Name(s)			
Capacity			
for the tenderer			
	(Name and address of tenderer)		
Name and signature of witness		Date	

Contractor

Witness for Contractor

Employer

Witness for Employer

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s)			
Name(s)			
Capacity			
for the tenderer			
	(Name and address of tenderer)		
Name and signature of witness		Date	

Contractor

Witness for Contractor

Employer

Witness for Employer

Schedule of Deviations

Notes:

1. *The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.*
2. *A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.*
3. *Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.*
4. *Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.*

1	Subject _____
	Details _____
2	Subject _____
	Details _____
3	Subject _____
	Details _____
4	Subject _____
	Details _____

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Contractor

Witness for Contractor

Employer

Witness for Employer

RFP NUMBER 06/2024: Request for a proposal for a suitably qualified service provider to plan, supply, operate and carry out skills transfer for the dredging and clearing the lower uMsunduzi River Channel of vegetation and sediment.

C1.2 CONTRACT DATA

Part 2: Contract Data provided by the employer (Applicable to this contract)

Add the following new definitions:

ECO: The officer appointed by the contractor to monitor compliance with the EMP

EMP: An environmental management plan prepared by the Employer

ENVIRONMENTAL IMPACT ASSESSMENT: An environmental assessment as defined in the National Environmental Management Act, 1998 (Act No.107 of 1998)

EZEMVELO KZN WILDLIFE: Ezemvelo KwaZulu Natal Wildlife established in terms of Section 20 of the KwaZulu-Natal Nature Conservation Management Act, 1997 (Act No 9 of 1997) or its successor.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 1.1.14	Name of Employer iSimangaliso Wetland Park Authority
Clause 1.2.2:	Physical Address: The Dredger Harbour, McKenzie Street Postal address: Private Bag X05, St Lucia, 3936 Telephone: (035) 590 1633 Fax: (035) 590 1602
Clause 1.6 & 38.1:	Special non-working days are Sundays, the construction industry year end break and the following statutory public holidays as declared by National Government:
Clause 1.6:	The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the next year.
Clause 2.3:	The Engineer is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.
Clause 7.1:	The time to deliver the Guarantee is within 14 days of the Commencement Date. The Liability of the Guarantee shall be for 8% of the first One Million Rand plus 3.5% of the balance of the Accepted Contract Price.
Clause 10.1:	The Contractor shall commence executing the Works within 28 days of the Commencement Date.
Clause 12.2:	The Contractor shall deliver his programme of work within 14 days of the Commencement Date.
Clause 35.1.1.2.2:	The value of materials supplied by the Employer to be included in the insurance sum is <u>NIL</u> .
Clause 35.1.1.2.3:	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is <u>NIL</u> .
Clause 35.1.2:	Special Risks Insurance issued by SASRIA is required.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 35.1.3:	The limit of indemnity for liability insurance is <u>R10 000 000,00(ten million rand only)</u> for any single liability claim. Liability insurance shall include spread of fire risk.
Clause 37.2.2.3:	The percentage allowance to cover overhead charges is 15%.
Clause 42.1:	The whole of the Works shall be completed within <u>12 months</u> including special non-working days
Clause 43.1:	The penalty for failing to complete the whole of the Works is 0,05% of the total Tender Sum per day.
Clause 46.2:	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The values of the coefficients for calculating the Contract Price Adjustment Factor are: a = 0.20 b = 0.35 c = 0.35 d = 0.10 The urban area nearest the site is St Lucia. The base month is the month prior to the month in which the closing date for the tender falls.
Clause 46.3:	Price adjustments for variations in the costs of special materials are allowed.
Clause 49.1.5:	The percentage limit on materials not yet built into the Permanent Works is 80%.
Clause 49.3:	The percentage retention on the amounts due to the Contractor is 10%.
Clause 49.3:	Retention = 10% to a maximum of 5% of contract sum of the tender offer excluding contract price adjustment, contingencies and VAT.
Clause 49.6:	A Retention Money Guarantee is permitted.
Clause 53.1:	The Defects Liability Period is 3 months.
Clause 58.2:	Dispute Resolution shall be by Mediation.

Contractor

Witness for Contractor

Employer

Witness for Employer

Part 2: Contract Data completed by the Contractor

Clause	Item and data
1.2	The name of the Contractor is. The address of the Contractor is: Telephone: Facsimile: Cell phone: Address (physical): Address (postal): Email:

Contractor

Witness for Contractor

Employer

Witness for Employer

C1.3 Construction Guarantee GUARANTOR DETAILS AND DEFINITIONS

Guarantor means.

Physical address

.....

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means: iSimangaliso Wetland Park Authority

Contractor means

Agent means

Works means Construction and refurbishment of the iSimangaliso Dredger Harbour Offices; St Lucia

Site means iSimangaliso Wetland Park Authority

Office Agreement means the General Conditions of Contract for Construction Works (2015 3rd Edition), (GCC 2015) and all other documents

Contract Sum means the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words (Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words (Rand)

The Construction Guarantee required is of the type variable and the expiry date for the guarantee is Practical Completion.

FORM OF GUARANTEE**PRO FORMA****Employer:** *(name and address)* _____**Contract No:** _____*(Contract title)* _____

WHEREAS _____

(hereinafter referred to as "the Employer") entered into a Contract with _____

(hereinafter called "the Contractor") on the _____ day of _____ 20 _____
for the construction of *(Contract Title)* _____

at _____

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS _____ (hereinafter referred to as "the Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, _____
do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

Contractor

Witness for Contractor

Employer

Witness for Employer

_____ (in words)

R_____ (in figures)

Address _____

Part C2: Pricing data

Contractor

Witness for Contractor

Employer

Witness for Employer

C2.1 PRICING INSTRUCTIONS

1. GENERAL

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specifications) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with the relevant provisions of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020. and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020. Item numbers prefixed by the letter PS refer to items of payment described in Part B Amendments to the Standard Specifications.

For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the specifications.
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of measurement at which the Tenderer tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Schedule of Quantities are estimates only, and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020, the Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

Contractor

Witness for Contractor

Employer

Witness for Employer

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless so ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities, at the Employer's discretion, may invalidate the Tenderer's offer or may be treated as arithmetical errors and the provisional items and percentages corrected without change to the Contract Sum..

5. PRICING OF THE SCHEDULE OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. The rates and lump sums shall be comprehensive in accordance with Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. The provisions of subclause C1.1.3.6 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 shall apply to rate only items. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Reasonable compensation will be received where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

Contractor

Witness for Contractor

Employer

Witness for Employer

All rates and amounts quoted in the Schedule of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities. Note that fractions of a cent in all rates shall be discounted.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

7. INTERIM PAYMENTS

Unless otherwise specified, progress payments in Interim Certificates, referred to in Clause 49 of the General Conditions of Contract 2004, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

Attention is directed to the provisions of Clause C1.1.2 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 regarding the measurement of quantities for payment. Except where specified otherwise, the nett measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

8. UNITS OF MEASUREMENT

The units of measurement described in the Schedule of Quantities are metric units. The following abbreviations are used in the Schedule of Quantities.

mm = millimetre	m ³ -km = cubic metre-kilometre	Prov sum= provisional sum
m = metre	l = litre	kPa = kilopascal
km = kilometre	kl = kilolitre	MPa = megapascal
km-pass = kilometre-pass	kg = kilogram	MN = meganewton
m ² = square metre	t = tonne (1 000 kg)	t-km = tonne-kilometre
m ² -pass = square metre-pass	No. = number	hr = hour
ha = hectare	% = percent	dia = diameter
m ³ = cubic metre	PC sum = prime cost sum	Sum = lump sum
kW = kilowatt	MN-m = meganewton-metre	

9. CONSISTENCY OF RATES

In order to ensure that payments certified by the Engineer are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Schedule of Quantities are required to be in balance.

A tender will be considered out of balance if:

- (i) the combined, extended total tendered for the item:

13.01 The Contractor's general obligations

- (a) Fixed obligations
(b) Value-related obligations

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Contractor

Witness for Contractor

Employer

Witness for Employer

(c) Time-related obligations

exceeds a maximum of 15% of the Tender Offer (excluding contingencies, escalation and VAT).

- (ii) the rates, prices or amounts tendered for any other items differ by more than 20 (twenty) percent from either the next highest or next lowest rates, prices or amounts tendered, or else from the latest departmental estimates.

Any such unbalanced tender may be rejected if, after fourteen (14) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.

Contractor

Witness for Contractor

Employer

Witness for Employer

Part C2.2: Bill of Quantities

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Part C3: Scope of work

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C3.1 STANDARD SPECIFICATIONS

The Standard Specifications on which this contract is based are the '**Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020**'.

C3.2: PROJECT SPECIFICATIONS

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplement the Standard Specifications.

Part A contains a general description of the Works, the Site and the requirements to be met.

Part B contains variations, amendments and additions to the Standard Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specifications, the Project Specifications shall take precedence. In the event of a discrepancy between the Specifications (including the Project Specifications) and the drawings and / or the Schedule of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

The Standard Specifications, which form part of this contract, have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

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C3.2: PROJECT SPECIFICATIONS**PART A: GENERAL****1. DESCRIPTION OF THE WORKS****1.1 Background**

The floodplain and wetlands of the uMfolozi and uMsunduzi Rivers are heavily farmed, but ongoing channel migration and avulsion make farming unpredictable. To overcome this, the river channels were straightened, and several drains were installed to drain water off the land used for agriculture. The uMfolozi River is currently elevated above the level of the floodplain, with levees keeping the flows contained along the artificially maintained floodplain channel. Any surface water on the floodplain will drain away from the uMfolozi River towards the uMsunduzi River. The uMfolozi floodplain has avulsion points at the head of the floodplain and along the lower floodplain, where smaller avulsion events redistribute water and finer sediment across the lower floodplain near the St Lucia mouth.

The uMfolozi system is characterised by complex flood and sediment transport conditions within and between years. Annual sediment transport is not directly linked to annual discharge, indicating that processes at the catchment level (land use, land cover, sediment storage, etc.) play a role in sediment

The uMfolozi and uMsunduzi Rivers presently have excessive reed and vegetation growth, and river sediment, together with a closure of the river mouth which are preventing the hydraulic balancing of the river systems with the St Lucia estuary mouth. This leads to flooding of the plains, including farmlands.

1.2 Employer's objectives

The employer's objective is to create a long-term solution to restore the hydraulic and ecological balance of the river systems. This will include the following major activities to be carried out.

- Removal of vegetation from the uMfolozi and uMsunduzi Rivers
- Disposal of vegetation on neighbouring farms, subject to approval of farmers, or placement along the river in a controlled manner
- Removal of sediment from the uMsunduzi River to a depth of -1m MSL
- Additional dredging of the uMsunduzi River to a depth of -2m MSL in selected sections of the river.
- Spoiling of the dredged material at designated spoil areas.
- Closing the breach in the Umfolozi River loop with a controlled fill.

The scope of this contract is limited to the clearance of vegetation and dredging of the uMsunduzi River.

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1.3 Location of the works

The project is located in the iSimangaliso Wetland Park area of influence, and is shown on the following map.



Map 1: Project area covering the uMfolozi River to the west and northwest, and the uMsunduzi River to the east, up to the estuary mouth.

1.4 Overview of the Works

The Contractor shall carry out all work required for the execution of the project, including:

- Establishment for the contractor at a designated campsite,
- Community liaison with farmers and local communities within the project area and surrounding area,
- Establishment of an amphibious excavator and dredging equipment for the removal of the vegetation and dredging of the uMsunduze River of sediment to a depth of -1 (minus one) m MSL.
- Spoiling of the vegetation along the river beds, as indicated,
- Spoiling of the dredged sediment in the designated and prepared spoil areas,
- Monitoring of the spoil areas to prevent breach, and maintenance thereof,
- Finishing of earthworks,

1.5 Detailed Description of the works

This description is a broad outline of the works and does not limit the work to be executed by the Contractor in terms of the contract. The quantities of some of the major items indicated in the

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BOQ are indicative, not absolute, and are provided to define in general terms the overall scope of the project.

This employers target is for the provision of amphibious equipment for the removal of vegetation and sediment from the uMsunduzi River.

- Approximately 28,000-56,000 m² of vegetation should be removed along the uMsunduzi,
- 15,000-30,000 m² vegetation along Main Drain, and
- The total amount of vegetation to be removed is approximately 43 000 m² to 86 000 m²

Once the vegetation and woody debris have been removed, a hydrographic survey is to be carried out to determine the areas to be dredged.

1.5.1 Vegetation Removal

The following methods are proposed for the vegetation removal:

- a) Amphibious excavator - this can carry out vegetation removal and dredging, but in this instance would only be utilised for the vegetation removal component. This can operate in tandem with a hopper barge to load/remove material.
- b) Excavator (for vegetation removal) on a floating barge, to be accompanied by a hopper barge for removing material. The barges will need to have a low freeboard (1-2 m), so they can work in shallow water.
- c) Truxor, or similar amphibious craft with various vegetation removal attachments (e.g. rakes, cutters, diggers), see truxor.com. This is a small, low impact craft that can navigate shallow waterways; it may have to operate in tandem with a floating barge for disposal of material.



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Figure 1: Example of Truxor amphibious craft that can be used for vegetation removal (dam-it.co.za)



Figure 2: Example of an amphibious (floating) excavator

The sequence of vegetation removal shall be from downstream to upstream. It is recommended to keep the combined mouth open while dredging to allow resuspended sediment to be flushed out to sea.

Payment for woody debris and vegetation shall be in m² of vegetation removed, measured on the surface area of the river. The measurement period must be agreed with the Engineer.

1.5.2 Laydown areas for vegetation and woody debris

Laydown areas have been identified along the uMsunduzi River for stockpiling and spoiling the vegetation and woody debris. The following methods are proposed for the vegetation disposal:

- Drag the vegetation onto the river banks and dump it sufficiently away from the banks and elevated so that it doesn't get washed back into river channel, and let it naturally decompose.
- The laydown areas to be a minimum of 10 m from the bank of the uMsunduzi River to prevent the vegetation from washing back into the river.

Additional vegetation removal may still be required. It is recommended to remove vegetation within the channel while leaving the vegetation along the banks to prevent bank erosion. Analysis of the orthophotos shows little vegetation within the channel that require removal to dredge a channel width of 10m.

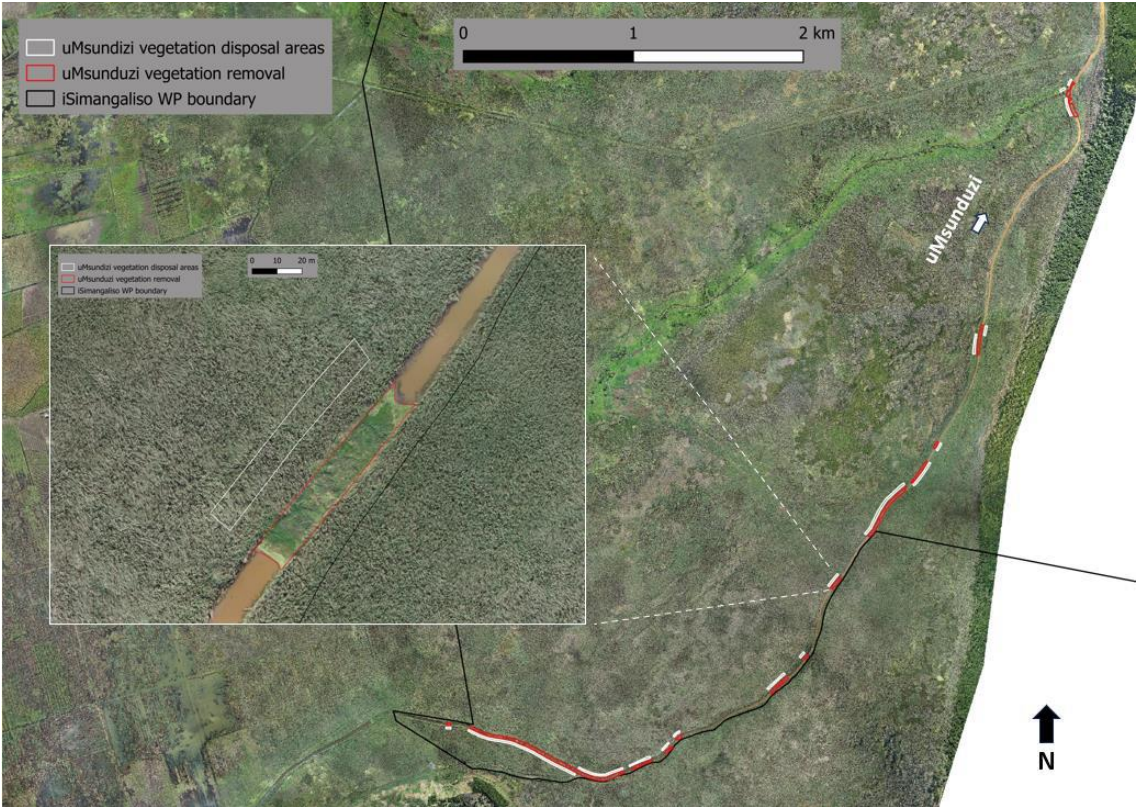
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The map below show the laydown areas for woody debris and vegetation.



Map 2: Vegetation disposal area for the uMsunduzi River

Payment for woody debris and vegetation shall be in m² of vegetation removed, measured on the surface area of the river. The measurement period must be agreed with the Engineer for each laydown area.

1.5.3 Dredging Method

The lower uMfolozi and uMsunduzi Rivers have experienced significant siltation and channel constriction over the past decade. This has changed flow pathways and lowered drainage efficiency, resulting in elevated water levels, sediment deposition and vegetation growth along the channel and on the lower floodplain.

The proposed dredging along the uMsunduzi will increase the drainage efficiency of the water on the floodplain. It will lower the water level to that of the base level (highest point along the uMsunduzi bed,

Approximately 28 800 m³ of sediment is required to be removed from the Beach Channel.

A base width of 7.5 to 10 m within the uMsunduzi will result in approximately 87 000.00 m³ of sediment to be dredged from the lower uMsunduzi to improve drainage, subject to the results of the hydrographic survey.

The lower uMsunduzi should be dredged to a level of -1 m MSL to improve the drainage of the back flooded farmlands.

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It is recommended to keep the combined mouth open while dredging to allow resuspended sediment to be flushed out to sea.

The dredge spoil should be placed in a bunded area on the Maphelane side to prevent future risk of spoil flowing back into the uMsunduzi River and clogging the system. The removal of sediment from the Beach Channel must be done using one or more long arm excavators.

Dredger Options (Technology alternatives)

a) Amphibious dredger

It is recommended that the Contractor use an amphibious dredger with a cutter suction head. The dredger can work in very shallow water and "crawl " through any drainage channel or stream, dredging as it goes. This craft is advantageous because the cutter suction head can be removed and replaced with a rake to clear vegetation, if required. The dredger can pump the sediment via a pipeline to a maximum distance of 1.5 km. An example is illustrated in Figure 3 below.



Figure 3: Amphibious multi-purpose dredger, showing ease of transportation to site (from Bosch projects, 2022).

b) Floating dredge barge with a cutter suction

Another option to be considered might be a floating barge dredger with a cutter suction. The barge has a low freeboard of 1-2 m, so can work in shallow water and will also be able to pump the sediment via a pipeline, using booster pumps if required. To expedite the process, two (or more) barge dredgers could be used. An example is illustrated in Figure 4 below. It must be noted that the shallow river levels will prevent the effective and efficient use of a floating barge dredger.

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Figure 4: Example of a floating barge

While the amphibious dredger is the client preferred option, it is recommended that the most suitable craft and equipment, in communication with dredging operators at the procurement stage, be identified, with due consideration for minimizing environmental impacts, but maximizing efficiency. Considering that the area of operation is largely within the World Heritage Site, the least environmental impact option will be preferable.

1.5.4 Launch of equipment

Preferred access for craft and equipment is via the St Lucia Sugarloaf Jetty. The exact channel to be cleared will be decided in consultation between the Park Authority, ECO and contractor, depending on which channel looks easiest to navigate and clear. There are three possible channel paths for consideration to be cleared for dredger/amphibious craft access from the sugarloaf slipway to the Msunduzi via the estuary channel - these probably correspond to hippo paths. The suggested paths, based on satellite imagery are shown in Figure 5.

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Figure 5: Google Earth image of proposed channel to provide for craft access from the Sugarloaf slipway to the St Lucia Estuary and then Msunduzi River via the beach channel (small orange arrow). White = route 1, yellow = route 2 (joins up with route 1), and red = route 3.

The estimated area of vegetation and/or sediment to be cleared, associated with each route option, is shown in Table 1. The optimal route will be decided by iSimangaliso and the contractor further to site assessment at the procurement stage who will select whichever route looks the best option at the time. A width of 5 m is assumed for a small barge/truxor, 10 m for a larger dredger. All options will include moving sediments (Activity 19 of Listing Notice 1), a greater proportion for route 1 than 2 and 3; certainly >10 m³. Activity 12 of Listing Notice 3 is also triggered (vegetation > 300 m²) for this activity.

Length (m) (approx)	Width (m) (veg barge)	Width (m) (dredger)		Area m ² (veg barge)	Area m ² (dredger)	Type
Route 1	200	5	10	1 000	2 000	Mainly phragmites, mix of veg and sediments at end
Route 2	200	5	10	1 000	2 000	Phragmites
Route 3	233	5	10	1 165	2 330	Phragmites

1.5.5 Designated spoil sites

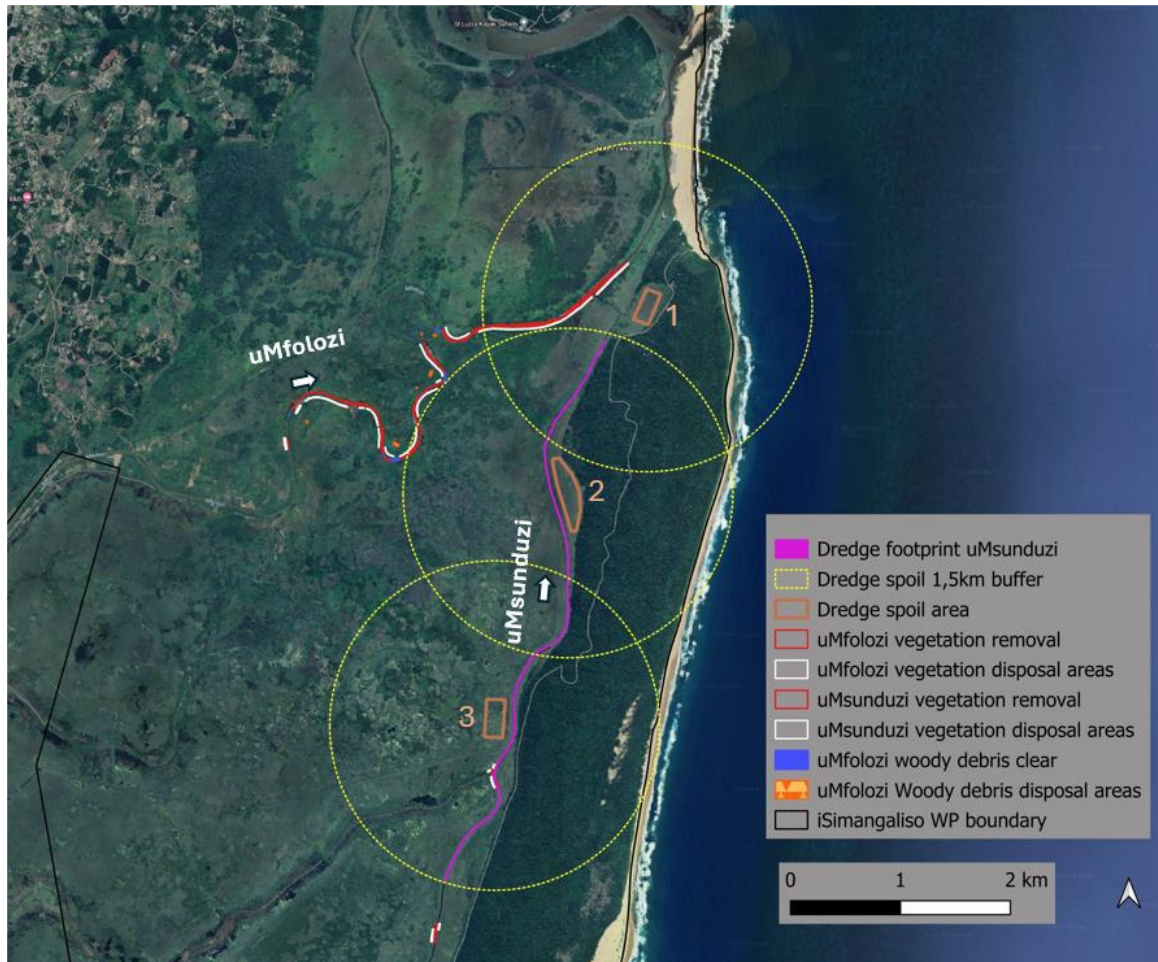
There are three designated spoil areas for the sediment. These are shown on the map below.

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Map 4: Designated spoil areas for the sediment

The dredge spoil should be pumped via a 200 mm diameter flexible pipeline (HDPE or similar) to areas shown in Map 4. Potential discharge of dredge spoil 60 m away from the uMsunduzi River and avoiding any trees. Also shown in the figure are the working radius (1.5 km) of the dredger (circles). Based on the areas presented in Table 13, the dredge spoil will cover the demarcated areas in ~0,2 to ~0,5 m of spoil. The spoil areas are not accessible by any vehicles, and the surrounding areas are densely vegetated and falls within a wetland zone. Provision must be made for placing the delivery end of the pipeline at the spoil areas, possibly be air lifting.

Table 2: Estimated excavation volumes per area for the different zones.

Dredge spoil area	Area (m ²)
1	42 000
2	88 000
3	57 000

The amphibious equipment must be fitted with a densometer, that is able to measure the density of the sediment removed in real time. Daily results must be produced for measurement of payment. Payment shall be based on the sediment being 20% of the volume of liquid pumped,

and daily calculations will be performed to correct the value for sediment removed to 20% of the wet volume per time period.

The following formula will be used to calculate the volume of sediment at 20% solids volume:

$$\text{Volume @ 20\% solids volume} = \frac{\text{measured solids volume from plant}}{20}$$

The payment shall be complete for the agitation of the sediment, pumping of the sediment up to 1.5 km to the spoil site, and monitoring of the spoil.

Measurement and Payment shall be as follows:

Sediment removal at 20% solids volume	Unit	m ³
---------------------------------------	------	----------------

1.6 Access to the site

Access to the site is as follows:

Take the N2 and the off-ramp to Mtubatuba. From Mrubatuba, follow the road to R618 to St Lucia. At the first traffic circle in St Lucia, take the first off ramp, and that will be the main road from St Lucia to Cape Vidal. The office of the iSimangaliso Wetland Park Authority is situated at Dredger Road, off this road.

The designated camp site will be at the Sugar Loaf Jetty. This site is in the south of St Lucia. Access to the site will be discussed with the successful Contractor, including the transport route for the plant and equipment.

1.7 Demolition Work

No demolition work is envisaged and required for the project.

1.8 Material sources

No materials will be required for the project.

1.9 Accommodation of traffic

The activities will take place in the rivers and river beds. Therefore no accommodation of traffic will be required for normal operation. The Contractor must abide with the traffic bylaws and regulations for the movement of plant on the roads.

1.10 Labour and Labour-Intensive Construction

Local labour is to be used and the employment of such labour is to be effected by the Contractor through liaison with the local Project Liaison Committee (PLC) associated with the project. The

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PLC has appointed Community Liaison Officers (CLOs) as representatives who shall assist the Contractor with the recruitment of local labourers to ensure an equitable distribution of people employed from those wards in the vicinity of the works.

However, for safety reasons (vulnerability to attack by hippos and crocodiles and drowning risk) and due to access difficulties, the use of labour for removal of vegetation and sediment is not recommended.

Local labour may be utilised for:

- The maintenance of the vegetation laydown areas where these are accessible,
- The building and maintenance of the sediment spoil areas where these are accessible.
- Cleaning, tidying up and rehabilitation of the Site;

In respect of those portions of works which are not listed above, the construction methods adopted and plant utilised shall be at the discretion of the Contractor, provided always that the construction methods adopted and plant utilised by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

1.11 Temporary Works

No temporary works will be required for this Contract.

1.12 Maintenance of the works during the construction period

The contractor is to maintain the entire site during the entire construction period. At the end of each day, all bunds must be checked for safety and repaired, if necessary, to ensure that no spillage occurs overnight and over weekends.

The Contractor shall take note of the various requirements of the General Conditions of Contract 2015 and the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 with respect to the care and protection of the Works.

Contractor shall be responsible for maintaining this portion of the road from the date of hand-over until the issue of the Certificate of Practical Completion.

1.13 Testing of materials

Any materials supplied must be supported by a compliance certificate, to ensure that these meet the specification requirements.

1.14 Power supply and other services

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The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

1.15 Construction in sensitive areas

It may be necessary for the Contractor to work within confined areas especially in narrow sections of rivers, and in overgrown areas to access the site by plant and equipment. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of rivers and access points may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's construction plant.

1.16 Contractor's campsite

Possible locations for a campsite shall be pointed out to the Contractor, for the overnight storage of the dredging equipment. The designated campsite will be located at the Sugar Loaf Jetty.

The Contractor shall make his own arrangements for the provision of his campsite and housing for construction personnel but the chosen site shall be subject to the approval of the Employer, Engineer, the local authorities and the Project Liaison Committee (PLC) associated with the project.

The standard of the Contractor's camp, offices, accommodation, ablution, and other facilities must comply with the requirements of all local authority, environmental and industrial regulations concerned. In establishing and maintaining his campsite, due cognisance is to be taken of the requirements of clause A1.3.3 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

The Contractor is to fully familiarise himself with all local by-laws and Government regulations for the employment, transport and accommodation of labour on site.

The Contractor shall particularly note that there is a high risk of theft, vandalism and damage to property in this area and strict security will be required for all plant, establishment, temporary works and partially completed works. The Contractor shall be responsible for providing security for all plant, establishment, temporary works and partially completed works. No separate payment shall be made for the provision of such security since full compensation for these costs shall be deemed to be included in the amount tendered for item 13.01(c) (The contractor's general obligations: Time-related obligations).

1.12 Construction programme

The Contractor shall submit a detailed time programme in accordance with clause 5.6.2 of the General Conditions of Contract 2015, clause A1.2.7 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

In addition to any other restrictions accommodated by the Contractor in compiling the construction programme, the following constraints shall be taken into account in the preparation thereof:

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- a) The whole of the Works (and the portions of the Works if completion in portions is required) shall be completed within the time period(s) stated (refer to the Contract Data in section C1.2.2).
- b) Working days lost due to abnormal rainfall shall be treated as set out in clause A1.2.3.4 (b)
- c) Allowance shall be made for non-working days and special non-working days (refer to the Contract Data in section C1.2.2).
- d) Construction activities must comply with all the specified environmental requirements including clause A1.2.3.3 of Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 and the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- e) Construction activities must comply with all the specified health and safety obligations including the requirements of Part D: OHSA 1993 Health and Safety Specification contained in section C3.3 Particular Specifications.
- f) Strict control of access to and from local public roads shall be required when construction vehicles, plant or equipment leave or enter the site.
- g) Throughout the contract period traffic must be accommodated through the site and all other contractors engaged on the construction of identified roads must be accommodated.
- h) The Contractor's programme of work shall take due cognisance of risks by limiting the duration of the exposure of the various construction elements to natural phenomena.

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C3.2: PROJECT SPECIFICATIONS**PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS****PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS**

In certain clauses in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020, allowance is made for a choice to be specified in the Project Specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Project Specifications. It also contains the necessary additional specifications required for this Contract.

The clauses and payment items dealt with in this part of the Project Specifications are numbered 'PS' with a number corresponding to the relevant clause or item number in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

New clauses and payment items not covered by clauses or items in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 have been included here and have also been designated with the prefix 'PS'. Such clauses and items have been given a new number following upon the last number used in the particular chapter referred to in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

DEFINITIONS AND TERMS

In all cases where "Directorate Land Transport" appears in the text or in drawings contained in this document it shall be read as "iSimangaliso Wetland Park Authority".

PSA1.2.3.4 Extension of time resulting from abnormal rainfall

Extension of time resulting from abnormal rainfall shall be calculated according to the requirements of Method 2 (Critical-path method).

Method (ii) (Critical-path method)

Replace the word "five day" in the second paragraph with "six day".

Add the following to the end of Method 2:

"The value of "n" working days expected delay caused by normal rainy weather as referred to in Method 2 shall be as given in the table below for each respective calendar month of any year:

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Month	Expected delay of "n" working days due to normal rainy weather	Month	Expected delay of "n" working days due to normal rainy weather
January***	4	July	3
February	5	August	3
March	4	September	3
April	3	October	3
May	3	November	4
June	3	December***	3

(Based on information obtained from the Weather Bureau Department of Environment Affairs, Pretoria)

*** the number of working days lost for December and January has been adjusted pro-rata to allow for the SAFCEC shut-down from 16 December to 5 January.)

Each "n"-value in the table applies only to the calendar month immediately to the left of the number, and the "n"-values as specified shall not be taken as being carried forward so as to accumulate over the contract period. If no abnormal rainfall occurs during a particular calendar month in a particular year, then no extension of time for abnormal rainfall shall be granted with respect to that calendar month for that year, and no further consideration shall be given to that "n"-value in respect of that year.

Similarly, if the "n" working days expected delay caused by normal rainy weather during a particular calendar month in a particular year (for which the Contractor shall have made provision in his programme of work in accordance with Method (ii)) are not taken up (either in whole or in part) by standing time due to normal rainy weather during that month of that year, then no further consideration shall be given to those "n" working days (or portion thereof), which effectively have been gained, when any subsequent extension of time claims which may arise later during the contract period are assessed by the Employer."

PSA1.2.3.11 DAYWORKS

a. Scope

Rates for daywork shall be entered in the under item C1.2.8.1 in accordance with the following specifications.

b. Daywork Rates

According to Clause 6.5 of the General Conditions of Contract 2015, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, construction equipment and vehicles which may be required to perform work on a daywork basis is included in the Bill of Quantities. The quantities used in the Bill of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.3 of the General Conditions of Contract 2015.

No work will be paid for as daywork without the written instruction or approval of the Employer's Agent.

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c. Type of Work

The Employer's Agent may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Employer's Agent. Daywork will only be used in exceptional circumstances.

d. Materials

Materials for use in works carried out under daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in C1.2.8 of the Bill of Quantities for daywork materials. The Contractor shall enter a tendered percentage in the Bill of Quantities to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in C2.1, 'Pricing Assumptions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in daywork with his daywork claim to the Employer's Agent. Further, if specific materials are required for daywork, quotations will be called for as per Clause 6.5.2 of the General Conditions of Contract 2015.

e. Construction Equipment

Where daywork is ordered, the tendered rates for construction equipment in C1.2.8 of the Bill of Quantities shall be used in calculating the payment due for any construction equipment required to execute the daywork. If no rate is included in the Bill of Quantities for a particular item of construction equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.1.3 of the General Conditions of Contract 2015 will be used.

The tendered rates for each item of construction equipment shall include for all operating costs associated with the said item of construction equipment. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the construction equipment operator and the general supervision of the construction equipment while it is engaged in the daywork.

f. Salaries and Wages of Workmen

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in the Bill of Quantities. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the daywork.

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All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the daywork rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws and spirit levels. The tendered rate for labourers shall also include for the casual supervision by a gang leader or foreman. Only when specifically called for by the Employer's Agent, will payment be made for the use of a gang leader or foreman supervising on a continuous basis.

g. Measurement and Payment

The following principles shall also apply to the measurement and payment of daywork.

The unit of measurement for construction equipment shall be the number of Vibroclock hours worked and each item of construction equipment shall be fitted with a Vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Clauses 6.5.3 and 6.5.4 of the General Conditions of Contract 2015 with regard to the submission of lists and statements of personnel, materials and construction equipment used for daywork.

The payment items under C1.2.8 in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 will be applicable.

PSA1.2.3.18 Stakeholder liaison

Add the following to Clause A1.2.3.18:

a. Project Liaison Committee

The process of implementing infrastructure projects will be undertaken by means of structured engagement between those responsible for the delivery of the project and the community.

A Project Liaison Committee (PLC) is a vital means of communication between the parties involved with the project. A PLC may be formed if the project is such that a specific community can be identified.

The PLC comprises representatives of the employer, the engineer and formal structures within the community. The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative shall also attend the monthly PLC meetings when so requested.

The PLC shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

The PLC deals with local labour on the project, and is tasked with:

- assisting with community liaison and the resolution of community disputes;

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- devising fair and transparent procedures that will assist the contractor in the engagement of labour;
- advising on and monitoring labour issues; and
- assisting in the resolution of labour disputes.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

A new pay item is included in Chapter 1.2 of the schedule of quantities relating to the payment of the PLC on a provisional sum basis. Payment under this item shall be made only for the period for which the duties of the PLC are required, and not necessarily for the full duration of the contract.

b. Community Liaison Officer (CLO)

The contractor, after consultation with the Project Liaison Committee (PLC), shall appoint a competent local person as a Community Liaison Officer (CLO). The contractor shall appoint the CLO as part of his site personnel, and shall direct all his liaison efforts with the local community through the appointed CLO.

The period of employment and the remuneration of the CLO shall be determined jointly by the contractor, the engineer and the employer.

The CLO shall:

- i represent the community and assist the contractor, the engineer and the employer with communication between them and the community;
- ii work an 8-hour day with a total of 40 hours worked per week, and shall be present on site each day except when performing off-site community liaison activities;
- iii communicate daily with the contractor on labour related issues such as numbers and skill;
- iv assist in the identification and screening of local labourers from the community in accordance with the contractor's requirements;
- v inform local labour of their conditions of employment, including their period of employment;
- vi attend disciplinary proceedings involving local labour, and ensure that hearings are fair and reasonable;
- vii attend all meetings at which the community and/or local labour are present or are required to be represented;
- viii attend monthly site meetings to report on community and local labour matters;
- ix keep a daily written record of interviews and community liaison;
- x submit monthly returns regarding community liaison; and
- xi carry out all such other duties as agreed upon between all parties concerned.

A new pay item is included in Chapter 1.2 of the schedule of quantities relating to the payment of the CLO on a provisional sum basis. Payment under this item shall be made only for the period for which the duties of the CLO are required, and not necessarily for the full duration of the contract.

Add the following new Clause A1.2.3.24:

PSC1.2 MEASUREMENT AND PAYMENT

Item

Unit

PSC1.2.10 Community Participation

(a) Cost for community Participation (PLC and CLO) Prime Cost Sum

(b) Handling costs and profit in respect of sub-item PSC1.2.10(a) above percentage (%)

Contractor

Witness for Contractor

Employer

Witness for Employer

Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under sub-item PSC1.2.10(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of a Community Liaison Officer.

PSA1.2.3.24 Compliance with the Road Traffic Act

When a service necessitates vehicles or plant travelling or working on a public road the following shall apply:

- The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he is driving or operating.

The Contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Engineer or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic. The Contractor by accepting this contract shall be deemed to have indemnified the Employer and the Engineer against any claims, damages and / or costs that may arise in this regard.

Contractor

Witness for Contractor

Employer

Witness for Employer

CHAPTER 1.5 ACCOMMODATION OF TRAFFIC

The scope of this section shall also include the preparation and submission to the Engineer for approval of traffic management plans for any activities that occur in road reserves. The traffic management plans shall demonstrate how the Contractor intends accommodating and controlling traffic through the site. The plans must incorporate all the requirements of the specifications in respect of the accommodation of traffic, including the traffic control devices and the personnel involved. A traffic safety officer shall be specifically named in the Plan together with 24 hr contact details. Copies of the plans shall be made available to the Engineer, the Employer, Local Authorities, the Police and Emergency Services.

The accommodation of traffic shall generally be undertaken in the following manner:

- (a) Via gravel diversions, where practical in terms of space and the terrain.
- (b) By dealing with traffic under construction where no diversions are possible.
- (c) By diverting traffic along the existing road where the route is being realigned.

Add the following new Sub-clauses to Clause 1502 :

Public traffic

The contractor must plan and conduct his activities so as to bring about the least possible disruption to the traffic on the road. All halting of traffic will require the prior approval of the engineer and must be pre-arranged with the appropriate traffic authorities.

In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

(k) Failure to comply with provisions

The failure or refusal of the Contractor to provide barricades or traffic signs at the proper time, or to take the necessary precautions for the safety and convenience of public traffic as specified or instructed by the Engineer, shall be sufficient cause for the suspension of all work under this Contract without any additional compensation to the Contractor until the required accommodation of traffic has been completed to the satisfaction of the Engineer. The above shall be sufficient cause for the Engineer to deduct penalties as follows:

- A fixed penalty of R5 000,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the standard specifications and section B1500 of the Project Specifications.
- In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Engineer. The Engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

Contractor

Witness for Contractor

Employer

Witness for Employer

The penalties shall be deducted from the payment certificate for the month in which the non-compliance occurs.

Payment will also be deducted in accordance with Payment Item B15.01 of these Project Specifications.

Access to work area

Construction traffic will only be permitted to enter or leave the work area at points approved by the Engineer and as clearly indicated on the traffic management plans. When any access point is in use, flagmen shall be provided for each such point. At least two flagmen shall be stationed at the access point to control the movement of construction traffic, and to warn public traffic on both lanes of the existing road. It is not the purpose of these flagmen to stop public traffic flow.

Extension of time for completion

Accommodation of public traffic on the works or any delays caused thereby, as well as any suspensions due to failure by the Contractor to comply with the provisions for the accommodation of traffic, will not be regarded as special circumstances for an extension of time.

Contractor

Witness for Contractor

Employer

Witness for Employer

Environmental Maintenance Management Plan Report

A draft Environmental Maintenance Management Plan Report (EMMPr) is prepared for this project. The EEMPr includes amongst others the following areas which must be adhered to by the Contractor.

- The aquatic activities must be planned in advance with a well-constructed method statement.
- The operator of the excavator must be suitably experienced.
- The aquatic activities must not take place during extreme weather conditions such as heavy rains and flooding events.
- The aquatic activities must not take place if notifiable water quality impacts are observed (e.g., sewage contamination).
- The aquatic activities must not occur during dawn (**04h00 to 06h00am**) and dusk (**17h00 to 19h00**) to avoid vulnerable species which are likely to be more active during this period.
- The aquatic activities should preferably occur when the benthic organism populations are lowest. An estuarine specialist should be consulted on this matter.
- The excavator should be sprayed down before arrival on site to ensure any contaminants are removed. This will also prevent the accidental introduction of alien invasive species.
- The excavator must be checked for any oil leaks before entering the site.
- The turbidity of the channel must be measured before dredging activities begin.
- The stability of the channel must be monitored post dredging. Turbidity levels must return to background levels within 24 hours after the activity. Elevated levels may be symptomatic of sedimentation and erosion of the watercourse banks.
- A comprehensive monitoring and rehabilitation programme should be initiated, which should be maintained during dredging, when impacts are anticipated to be most significant.
- A biomonitoring plan must be conducted before dredging and quarterly for 1 year during the contract period. Indices which should be measured include water quality, WET-Health, invertebrates, and fish. The operational footprint must be demarcated, and movement restricted to this area. (This includes the 10 vegetation hotspot areas requiring removal and the demarcated area for sediment removal). All sensitive areas outside of the operational footprint must be avoided.

No separate payment shall be made for observing these requirements as such payment shall be deemed to be included in the amount tendered for item C1.2.1 (The contractor's general obligations: Time-related obligations). Any avoidable non-compliance with these requirements shall be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item in order to pay for the repairs to any damages.

Contractor

Witness for Contractor

Employer

Witness for Employer